

# **Declaration of Steven J. Williams**

## **Exhibit A**

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From time to time, CoStar conducts sweepstakes that entitle the winners to prizes. Each sweepstakes has its own terms and conditions, set forth in the "official rules" for that sweepstakes.

## **Jurisdiction**

CoStar is headquartered in the State of Maryland of the United States. These Terms of Use and your use of this Product shall be governed by the laws of the State of Maryland without regard to its conflicts of laws principles. The federal and state courts located in the State of Maryland shall be the exclusive jurisdiction for any action brought against CoStar in connection with these Terms of Use or use of the Product. You irrevocably consent to the jurisdiction of the federal and state courts located in the State of Maryland, and to the jurisdiction of the federal and state courts located in any State where you are located, for any action brought against you in connection with these Terms of Use or use of the Product. All disputes arising outside of the United States shall be settled by arbitration held in London, England and in accordance with the Rules of Arbitration and Conciliation of the International Chamber of Commerce. All arbitrators shall be fluent in English and all documents submitted in connection with the arbitration shall be in English. Judgment upon an arbitration award may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement. If any material in this Product, or your use of the Product, is contrary to the laws of the place where you are when you access it, or if CoStar is not licensed as required by applicable laws or regulations in such locale, the Product is not intended for you, and we ask you not to use the Product. You are responsible for informing yourself of, and complying with, the laws of your jurisdiction.

## **Modifications to Product; Changes to these Terms**

CoStar is continuously updating and changing the Product, and reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Product (or any part thereof) with or without notice. You agree that CoStar shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Product (or any part thereof). Additionally, we reserve the right, in our complete and sole discretion, to change these Terms of Use at any time by posting revised terms on the Product. It is your responsibility to check periodically for any changes we may make to the Product and these Terms of Use. Your continued use of this Product following the posting of changes to these terms or other policies means you accept the changes.

## **Miscellaneous**

These Terms of Use contain the entire understanding of the parties with respect to the Product and supersede any prior oral or written statements and documents with respect to such subject matter; provided, that these Terms of Use do not supersede any written license agreement between the parties. Your obligations hereunder

are binding on your successors, legal representatives and assigns. You may not assign or transfer (by operation of law or otherwise) these Terms of Use or any portion hereunder, in whole or in part, without the prior written consent of CoStar. In the event any portion of these Terms of Use not being of a fundamental nature is held to be invalid, illegal or unenforceable, such part shall be deemed severed from these Terms of Use without invalidating the remaining provisions of these Terms of Use or affecting the enforceability of such remaining provisions. If a provision is held to be invalid, illegal or otherwise unenforceable, it shall be deemed to be replaced with an enforceable provision that retains the intent and benefits of the original provision. No waiver by CoStar of any right under or term or provision of these Terms of Use will be deemed a waiver of any other right, term, or provision of these Terms of Use at that time or a waiver of that or any other right, term, or provision of these Terms of Use at any other time. These Terms of Use apply to your use of the Product and not to any other areas, including, without limitation, CoStar's research activities. Headings are for reference only. All notices to CoStar pertaining to these Terms of Use will be in writing, mailed by registered or certified mail, return receipt requested, or delivered by a well-recognized overnight U.S. or international carrier, delivered to CoStar Realty Information, Inc., 2 Bethesda Metro Center, Bethesda, MD 20814, attention: General Counsel.

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